

**E-TRAINING INITIATIVE
MEMORANDUM OF UNDERSTANDING (MOU)**

Between the

United States Office of Personnel Management (OPM)

And the

United States Department of Transportation (DOT)

This agreement is between the Office of Personnel Management (OPM) and the Department of Transportation (DOT), which is the customer agency.

I. INTRODUCTION AND BACKGROUND

The purpose of this Memorandum of Understanding (MOU) is to document DOT's collaboration with OPM on the e-Training Initiative which is one of the President's Management Agenda e-Government Initiatives. In support of the e-Training Initiative, OMB has requested DOT to contribute \$300,000 in e-Training for FY 2004, and \$750,000 for FY 2005. In response to this request, DOT has entered into an Interagency Agreement (IAA # 04-051000-256), dated May 4, 2004, to authorize \$980,433 in funding for OPM's GoLearn e-Training services to implement an LMS for DOT during FY 2004. It is anticipated that additional funding will be provided in support of the Initiative in FY 2005. This MOU will govern current and future IAAs authorizing funding for OPM's e-Training services Initiative.

The e-Training Initiative is one of the President's Management Council approved e-Government Initiatives supporting the President's Management Agenda (PMA). The Gov Online Learning Center, commonly known as GoLearn (www.golearn.gov), currently serves as the platform and portal for Government wide eLearning, and therefore a key component of the e-Training Initiative. The vision of this Initiative is: To create a premier e-Training environment that supports development of the Federal workforce through simplified and one-stop access to high quality e-Training products and services, and, thus, advances the accomplishment of agency missions.

II. EFFECTIVE PERIOD/ DISPUTE RESOLUTION

This MOU will become effective once it has been executed by both parties. It shall remain in effect through FY 2005. Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration, unless terminated in writing by either party with 30 days written notification to the other party. If all attempts to resolve the issues have been exhausted, upon mutual agreement this MOU may be terminated. OPM will manage on DOT's

behalf any disputes that arise with regard to individual contractors performing customer service agreements pursuant to the disputes resolution clauses under the contracts between OPM and the eTraining vendors.

III. AUTHORITY

This agreement is entered into under the authority of 5 U.S.C. section 1304. (OPM Revolving Fund Authority), and Government Employees Training Act (5 U.S.C. Ch. 41). All agreements entered into pursuant to this MOU are also subject to the availability of funds and the Anti-Deficiency Act (31 USC 1341).

IV. TERMS OF AGREEMENT

- 1) In support of the President's Management Agenda e-Government e-Training Initiative, OMB has requested that agencies procure \$300,000 in eLearning services in FY 2004 and \$750,000 in FY 2005 through the e-Government e-Training Initiative.
- 2) Funding for LMS services will be provided through an Interagency Agreement (IAA). DOT has already signed an IAA for \$980,433 in eLearning Management Services (eLMS) from OPM for FY 2004 via IAA # 04-051000-256, dated May 4, 2004, and thus DOT's FY 2004 contribution has been satisfied. The FY 2005 IAA amount will depend on the level of services DOT needs in FY 2005, but will meet the minimum of \$750,000 stated in the OMB FY 2005 Passback.
- 3) For FY 2004 and FY 2005, DOT agrees to procure LMS application and hosting services through the e-Training Initiative's service providers. If these vehicles cannot meet the requestor's requirements, DOT will notify OPM and OMB of alternative procurement vehicle in advance of procurement action. If OPM and OMB fail to address the specified requirements within 15 business days, then the customer agency may proceed with the proposed alternative procurement. DOT will be the final decision maker as to whether an OPM service provider meets the requirement and is the best value. DOT will also consider procuring on-line performance support tools that are related to LMS and eLearning products and services through the e-Training Initiative.
- 4) In support of this MOU, individual DOT OAs will, to the extent practicable, and as permitted by law and regulation, consider requesting specified eLearning service requirements from OPM. OPM will then assist DOT organizations in locating an appropriate e-Training service provider within the e-Training Initiative's service provider group to carry out the OA's request. DOT OAs will make the final determination as to whether the OPM service provider meets the requirement.
- 5) DOT OAs agree, to the extent practicable, and as permitted by law and regulation, to use the e-Training Initiative's contracting vehicles as the first option in procurement of generic Commercial Off-the-Shelf (COTS) e-Learning content and courseware libraries. If these vehicles cannot meet the requestor's requirements, DOT OAs will notify OPM and OMB of alternative procurement of the courseware in advance of procurement action. If OPM and OMB fail to address the specified requirements within 15 business days, then the customer agency may proceed with the proposed alternative procurement

DOT OAs will be the final decision makers as to whether an OPM service provider meets the requirement and is the best value.

6) If the e-Training Initiative's service provider(s) can meet the DOT requestor's specified requirements, then OPM and DOT's organizations will execute interagency agreements to identify the specific terms of the services that will be provided. Quality of service disputes under the customer services agreements will be handled pursuant to Section II of this MOU.

7) DOT will consult with the e-Training Initiative and OMB by December 31, 2004, to evaluate terminating all non-e-Training service provider LMS systems being developed or operated by the Customer Agency pursuant to this MOU.

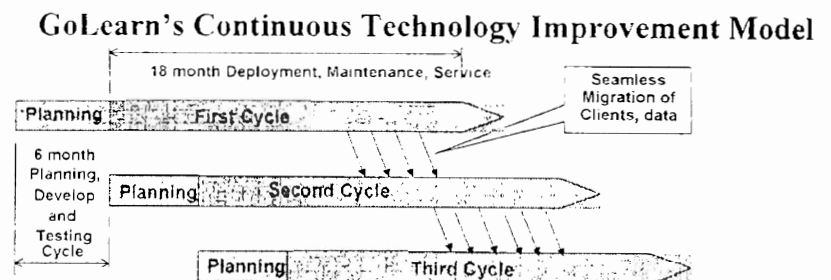
8) While the particular pricing and fee terms of any customer service agreement will be determined individually, if a DOT organization elects to use OPM's GoLearn as an e-Training provider, the services GoLearn provides include:

a. Free Access to Content via the GoLearn Site; This includes free access to eLearning products and services, directly to desktops via the Gov Online Learning Center website at www.GoLearn.gov, which includes approximately 45 e-courses, 15,000 highly searchable learning objects (self-contained, complete subjects which can be used for just in time learning, research and problem solving), a library of online books, access to live instructors and subject matter experts for desk top applications, several custom developed courses that are provided free to all federal agencies, and access to competency management tools.

b. Fee for Service Access to Content via the GoLearn Site; GoLearn provides on a fee for service basis via the www.GoLearn.gov site, an extensive array of content offerings, including off the shelf courseware, live instructors/subject matter experts for IT and business skills, online books, and reference ware. These content offerings can also be provided via agency-specific LMS implementations.

c. Custom eLearning Services; The full array of hosted, web-based human capital performance, learning and training management, and workforce planning specialized content, all fully integrated with agencies' legacy IT and HR systems, on a fee for service basis and configured to each agencies' specific requirements.

d. Continuous Transparent Technology Refreshment; Once a DOT organization chooses to purchase services from GoLearn, operations and maintenance support is provided to service the GoLearn products and



solutions and to provide additional enhancements, upgrades, and improvements. GoLearn continuously updates and improves its technology by updating interfaces, and seamlessly migrates GoLearn clients when systems are ready for technology refreshment. Client agencies participate in the decisions for these technology migrations, and are kept well informed of new features and benefits. This means that GoLearn clients always have the assurance that their solutions will always be up to date with little effort on their part.

e. Cost Effective Delivery of Inherently Governmental Service

GoLearn services include Contracting Officer, Contracting Officer Technical Representative (COTR), comprehensive project management, including risk management (protect the plan), installation and rollout services, training of client administrators, and awareness / marketing.

VI. POINTS OF CONTACT

The primary function of the below POCs is to ensure successful completion of the delivery and implementation of services to be provided in accordance with this MOU and as specified in individual customer service agreements.

Roles and Responsibilities	OPM:	POC & Contact Information
	Facilitate Requirements Definition	Larry Mercier, GoLearn Director 202-606-4850
	IT Integration / Security	Scott Wortman, GoLearn Client Services Manager 202-606-8160
	Project Management	Scott Wortman, GoLearn Client Services Manager 202-606-8160
	Contracting services and vendor services management	Larry Mercier, GoLearn Director 202-606-4850
	Product / Service delivery	Scott Wortman, GoLearn Client Services Manager 202-606-8160
	Program Management / Escalation	Jeff Pon, Acting e-Training Initiative Project Manager 202-606-8632
	U.S. Department of Transportation:	
	LMS Project POC (Project Manager)	Deb Hanlon, 202-267-8015
	CIO/Information Technology POC	Sylvia Lynch, 202-366-6067
	Section 508 Coordinator	Steven Lott, 202-366-1314
	Billing POC	Marie Petrosini, 202-366-6367
	Program Management / Escalation POC	Pat Prosperi, 202-366-4088

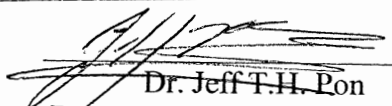
VII. SIGNATURES

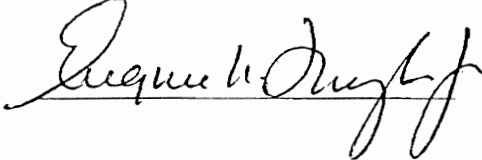
The undersigned agree to the terms and conditions of this Memorandum of Understanding:

Authorizing Signatures

Office of Personnel Management
Representative

Eugene K. Taylor,
Deputy Chief Information Officer
Chief Information Officer

 6/1/04
Dr. Jeff T.H. Pon
Deputy Director, OPM e-Gov

 5/28/04

Attached: e-Gov and eLearning Terminology

Terminology

eLearning – encompasses the full range of LMS, collaboration, web-based content including self-paced courseware, referenceware and eMentoring, and related human capital performance tools.

Escalation - The process of elevating issues to higher levels of decision making.

e-Training Initiative – One of the President's 24 eGovernment projects, the purpose of which is to unify and simplify back office IT infrastructure, contracting, and licensing of software to achieve economies of scale and economies of know how. OPM is the managing partner of this Initiative.

GoLearn - The Gov Online Learning Center, which is the fee for service line of business under OPM's Products and Services Division of OPM and the primary provider of eLearning products and services to the e-Training Initiative and the Federal government. Provides the electronic government tools to assist agencies with getting to green in the President's Management Agenda Goal number one: Strategic Management of Human Capital and other PMA Goals.

Customer Agency - The agencies that receive services from GoLearn via individual customer service agreements;

COTS – Commercial Off-the-Shelf – Software such as eLearning courseware sold by GoLearn commercial partners and currently existing "off the shelf."

IAA – Inter Agency Agreement – An agreement between GoLearn and the purchasing Agency that details specific products and services to be provided by GoLearn and the specific costs to provide those services.

LMS – Learning Management System - A software that automates the administration of training events. All Learning Management Systems manage the login of register users, manage course catalogs, record data from learners, and provide reports to management.

MOU – Memorandum of Understanding - The initial document that is signed between Office of Personnel Management e-Training Initiative and the Customer Agency CIO, and possibly Chief Human Capital Officer. It explains and confirms the high level agreement to collaborate with e-Gov and the e-Training Initiative.

Performance Tools (Collaborative Tools) - Software tools that allow learners to work with others via e-mail, threaded discussions, or chat. In some cases, collaboration is used on team-based projects. Collaborative tools can sometimes provide the ability to host moderated discussion groups where students and instructors can collaborate on course-related materials or assignments in an asynchronous environment. In addition, real-time synchronous chat allows learners to communicate with their peers and instructors, emulating a physical classroom setting.

SOW – Statement of Work - The document that accompanies each Interagency Agreement (IAA) that displays a line item account of what is being purchased, the quantity, the cost and the Period of Performance (POP). This document also includes terms and conditions, services standards and technical specifications related to the services to be delivered.